



DAVID SANDERS, PH.D.  
Director

## County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

October 21, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

Board of Supervisors  
GLORIA MOLINA  
First District  
YVONNE BRATHWAITE BURKE  
Second District  
ZEV YAROSLAVSKY  
Third District  
DON KNABE  
Fourth District  
MICHAEL D. ANTONOVICH  
Fifth District

**APPROVE AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 73089  
FOR CONSENT TO ASSIGNMENT AND DELEGATION OF RIGHTS FROM  
CONSOLIDATED ROUTING TO CALIFORNIA COURIER SERVICES, INC.  
AND TO EXTEND THE AGREEMENT TERM FOR SIX MONTHS  
(All Supervisorial Districts) (3 Votes)**

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chair to sign Amendment Number One (Amendment) to Agreement Number 73089 (Agreement), effective November 1, 2003 or date of execution, whichever is later, acknowledging your Board's written consent to assignment and delegation of authority from Consolidated Routing, a Proposition A contract, to California Courier Services, Inc. doing business as (dba) Consolidated Routing to provide messenger services for the Department of Children and Family Services (DCFS).
2. Extend the expiration date of the Agreement to ensure the provision of messenger services for six (6) additional months, effective November 1, 2003 or date of Board approval, whichever is later, through April 30, 2004. The existing Agreement expires October 31, 2003. The cost for the extension is \$126,926. Funding is 55% (\$69,810) Federal, 32% (\$40,616) State and 13% (\$16,500) net County cost (NCC). Funds are included in the Fiscal Year 2003-04 Adopted Budget.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommendation is to request your Board's written consent to the assignment of the Agreement from Consolidated Routing to California Courier Services, Inc., a corporation duly organized and existing under the laws of the State of California doing business as Consolidated Routing, and to extend the Agreement for a maximum of six (6) months for the provision of messenger services for DCFS. The extension is needed to allow DCFS time to complete a new solicitation process and to ensure uninterrupted messenger services to various DCFS locations throughout Los Angeles County, County Century Sheriff station, Los Angeles Police stations (LAPD), the Edelman Children's Court, and case file storage facilities. If the recommended action is not approved, vital documents for court cases and case files to social workers would be delayed, intradepartmental mail would take longer to circulate, and the children and families we serve would be negatively impacted with possible court/legal ramifications.

### **Implementation of Strategic Plan Goals**

The recommended action is consistent with the principles of the County Strategic Plan Goal 3, Organizational Effectiveness, Strategy #4, Recommend Options for Effective Alternative Support Services Models to Maximize the Ability of Departments to Focus on Their Core Missions; and Goal 5, Children and Families' Well-Being, Strategy #1, Implement Integrated Service Delivery Initiatives to Demonstrate Substantial Progress Toward Achieving Improved Outcomes for Children and Families, in that the messenger services provided under this Agreement ensure that vital records and documents are available to DCFS service providers, law enforcement, and the courts to make informed decisions in regard to the health and safety of the children we serve.

### **FISCAL IMPACT/FINANCING**

The cost for six (6) months of messenger services is \$126,926. Funding is 55% (\$69,810) Federal, 32% (\$40,616) State and 13% (\$16,500) NCC. Funding for this Amendment is included in the Fiscal Year 2003-04 Adopted Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On October 31, 2000 your Board approved a three-year Agreement with Consolidated Routing for the provision of messenger services to DCFS locations county-wide, as well as, to the Edelman Children's Court, County Century Sheriff station, LAPD, and case file storage facilities. These documents include court reports, case files, correspondence, and miscellaneous mail. The Agreement expires October 31, 2003.

In preparation for a new contract, DCFS met with Internal Services Department (ISD) Mail Services to negotiate an agreement for messenger services. DCFS was later informed that ISD could not absorb the additional workload. Therefore, DCFS is requesting the extension to prepare a Request for Proposals (RFP) to solicit a new contract that includes all Board mandated provisions. DCFS has requested and received approval for the extension from the California Department of Social Services (CDSS).

In the meantime, DCFS learned that ownership of Consolidated Routing had changed. DCFS obtained formal documents from the contractor to confirm the purchase and sale of Consolidated Routing. The information, received August 14, 2003, confirms the sale and legal name of the contractor as California Courier Services, Inc. dba Consolidated Routing. DCFS has investigated the proposed assignee and found them to be a responsible contractor.

The attached Amendment provides for the assignment of the Agreement to California Courier Services, Inc. dba Consolidated Routing and the six months extension of the Agreement. The attached Amendment also updates the current Agreement by incorporating recent Board mandated provisions such as the Community Business Enterprise Program, Compliance with Jury Service Program, Mandatory Requirement to Register on County's WebVen, and the Safely Surrendered Baby Law.

The contract expressly provides that the County has no obligation to pay for expenditures beyond the maximum contract amount. Further, the contractor will not be asked to perform services that exceed the contract amount, scope of work, or contract dates.

The contractor is in compliance with all Board, Chief Administrative Office (CAO) and County Counsel requirements. The CAO has reviewed and approved this Board Letter. County Counsel has reviewed this Board Letter and approved the attached Amendment Number One as to form.

### **CONTRACTING PROCESS**

There was no additional contracting process as this Amendment only extends the existing Agreement. Due to unsuccessful negotiations with ISD, DCFS contacted the current and previous contractors to procure by negotiation an agreement for messenger service while DCFS prepared an RFP to solicit a new contract. The current contractor, California Courier Services, Inc., is willing to continue providing messenger service for six months with no increase in price.

On August 7, 2003, DCFS requested authorization from CDSS to extend the contract for six months. CDSS approved the request based on Division 23-

650.18 of the CDSS Management and Office Procedures Manual (CDSS Manual). Chapter 23-600 Purchase of Service (POS), allows contracts to be negotiated when unique circumstances exist that preclude formal advertising, but requires solicitation of proposals from as many sources as is reasonably practical. DCFS conducted such a solicitation, including contacting the proposers from the current contract's solicitation and the previous contractor for this service. The only available contractor willing to continue at the current price and with the added County required contracting provisions was the proposed assignee. Therefore, due to the time limitation and to ensure uninterrupted service, it is in the County's best interest to extend the current contract for six months while DCFS proceeds with the development and release of the RFP.

The services performed under this contract require specialized knowledge of DCFS messenger service needs which include approximately 30 buildings county-wide, each service location within these buildings, days and times of mail delivery, days and times of mail pickup, compliance with the timely delivery of court reports, retrieval of case files, and the overnight run which services the DCFS Child Abuse Command Post, Century Sheriff's Station and various LAPD stations. Changing contractors for a six-month period would not be practical because of the lengthy learning process, which would negatively impact DCFS services. Subject to Board approval, extending the contract for six months would provide continuity in services while a new contract is secured.

The Amendment also complies with County Code, Chapter 2.121.350, which permits contracts by noncompetitive negotiations when competition is not feasible.

The department has evaluated and determined that the contractor fully complies with the requirements of the Living Wage Program (County Code Chapter 2.201) and continues to pay its full-time employees providing County services a living wage.

### **IMPACT ON CURRENT SERVICES**

The messenger services provided under this Agreement are absolutely vital to DCFS. Court reports and case files must be available when needed by the courts and service providers. Without the requested extension, case files and court reports would not be available or they would have to be transported by DCFS staff, taking vital staff time from other critical children and family services.

**CONCLUSION**

Upon approval and execution of this Amendment by your Board, it is requested that the Executive Officer-Clerk of the Board send an executed copy of the adopted Board Letter and attachments to:

1. Department of Children and Family Services  
Contracts Administration  
Attention: Walter Chan, Manager  
425 Shatto Place, Room 205  
Los Angeles, CA 90020
2. Office of the County Counsel  
Attention: Rose Belda, Principal Deputy County Counsel  
201 Centre Plaza Drive  
Monterey Park, CA 91754
3. California Courier Services, Inc. dba Consolidated Routing  
Paul Mossett, Director of Administration  
6955 La Tijera Blvd., Suite D  
Los Angeles, CA 90045

Respectfully submitted,

(Signature on file)

DAVID SANDERS, Ph.D.  
Director

DS:WC  
RR:rl

Attachment (1)

c: Chief Administrative Office  
County Counsel  
Office of Affirmative Action Compliance

**AMENDMENT NUMBER ONE  
TO AGREEMENT NUMBER 73089  
BY AND BETWEEN  
THE  
COUNTY OF LOS ANGELES  
AND  
CONSOLIDATED ROUTING  
ASSIGNING THE AGREEMENT FOR MESSENGER SERVICES TO  
CALIFORNIA COURIER SERVICES, INC. dba  
CONSOLIDATED ROUTING**

**AMENDMENT NUMBER ONE  
TO AGREEMENT NUMBER 73089  
WITH CONSOLIDATED ROUTING ASSIGNING THE AGREEMENT TO  
CALIFORNIA COURIER SERVICES, INC.  
dba CONSOLIDATED ROUTING**

This Amendment Number One (Amendment) to Agreement Number 73089 (Agreement) adopted by the Board on October 31, 2000, is made and entered into by and between the County of Los Angeles, (COUNTY), and California Courier Services, Inc. dba Consolidated Routing, (CONTRACTOR), this \_\_\_\_\_ day of \_\_\_\_\_ 2003.

WHEREAS, in accordance with the terms and conditions of the Agreement, Consolidated Routing has been providing messenger services to the COUNTY; and

WHEREAS, CONTRACTOR, a corporation duly organized and existing under the laws of the State of California purchased and became the legal owner of Consolidated Routing on or about November 1, 2001; and

WHEREAS, CONTRACTOR continues to use the name "Consolidated Routing" per the Fictitious Business Name Statement filed with the County of Los Angeles Registrar-Recorder on April 20, 2002; and

WHEREAS, this Amendment Number One changes assignment of the Agreement to CONTRACTOR and extends the Agreement for six (6) months; and

WHEREAS, this Amendment Number One is prepared and executed by COUNTY and CONTRACTOR as set forth in Section 2.0, **CHANGES AND AMENDMENTS** of the Agreement.

NOW THEREFORE, COUNTY hereby consents to the assignment of the above referenced Agreement to CONTRACTOR effective November 1, 2003 or Board approval whichever is later and CONTRACTOR accepts all rights, responsibilities, duties, covenants and conditions to be performed by CONTRACTOR under the terms of the Agreement. Further, the parties hereto mutually agree to modify the Agreement as follows:

1. The Agreement covered by this Amendment is amended by substituting the name "Consolidated Routing" wherever it appears in the Agreement with the name "California Courier Services, Inc. dba Consolidated Routing."
2. Section 1.0, **APPLICABLE DOCUMENTS**, Subsection 1.1 is deleted in its entirety and replaced as follows:
  - 1.1 Exhibits A, A-1, A-2, B, B-1, C, D, E, F, G, H, I, I-1, I-2, J, J-1, and K as set forth below are attached to and form a part of the Agreement

3. Section 1.0, **APPLICABLE DOCUMENTS**, Subsection 1.2 is amended in part to add to the Agreement, Exhibits A-1, A-2, B-1, I, I-1, I-2, J, J-1, and K titled as follows:

Exhibit A-1 - Pickup and Delivery Locations  
Exhibit A-2 - Mail Pickup Transmittal Form  
Exhibit B-1 - Budget  
Exhibit I - Living Wage Program  
Exhibit I-1 - Acknowledgement and Statement of Compliance  
Exhibit I-2 - Contractor Living Wage Declaration  
Exhibit J - Jury Service Program  
Exhibit J-1 - Jury Service Program Certification  
Exhibit K - Safely Surrendered Baby Law

4. Section 4.0, **TERM AND TERMINATION**, is deleted in its entirety and replaced as follows:

#### **4.0 TERM AND TERMINATION**

The term of this Agreement shall commence on November 1, 2000 or date of approval by COUNTY Board of Supervisors, hereinafter referred to as the "Board", whichever is later, and shall continue through April 30, 2004, unless terminated earlier as provided herein.

5. Section 5.0, **CONTRACT SUM**, is deleted in its entirety and replaced as follows:

#### **5.0 CONTRACT SUM**

- 5.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price contract. During the term of this Agreement, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, Statement of Work, and at the rate of compensation set forth in Exhibit B, Pricing Schedule.
- 5.2 The total amount payable under this Agreement is \$888,482, hereinafter referred to as "Maximum Contract Sum". The maximum amount payable under this Agreement for each of the contract years shall not exceed \$253,852, hereinafter referred to as "Maximum Annual Contract Sum". The maximum amount payable under this Agreement for the six-month period from November 1, 2003 to April 30, 2004, shall not exceed \$126,926.
- 5.3 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Agreement, hereinafter referred to as "Budget". Budgeted expenses shall be reduced by



applicable CONTRACTOR revenues which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B-1, Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Section 2.0, Changes and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.

6. Section 6.0, **PAYMENT AND INVOICES**, is deleted in its entirety and replaced as follows:

#### **6.0 PAYMENT AND INVOICES**

- 6.1 CONTRACTOR shall be paid for services provided on a monthly basis.
- 6.2 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within thirty (30) days of the last day of the previous month but may be received later than thirty (30) days, at COUNTY's sole discretion, as long as sufficient funds remain available under the Agreement. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit B, Pricing Schedule.
  - 6.2.1 The final invoice shall be submitted to the Finance Services Division within 60 days after the termination of the contract period. In the event that this can not be complied with, an explanation indicating the reason, the estimated reimbursement amount and the expected date of submission of the final invoice shall be communicated in writing by CONTRACTOR to the Head, Contract Accounting Section with a copy to the Program Manager within the 60 days stated in this Section.
- 6.3 CONTRACTOR shall submit the original monthly invoice to the DCFS Finance Services Division and one copy to the Program Manager for review and approval.

CONTRACTOR shall send original invoices to be approved to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Head, Contract Accounting Section  
425 Shatto Place, Room 204  
Los Angeles, California 90020

**And a duplicate copy of the invoices to:**

Jean Lee, County Program Manager  
County of Los Angeles  
Department of Children and Family Services  
501 Shatto Place, 3<sup>rd</sup> Floor  
Los Angeles, CA 90020

- 6.4 Upon receipt of CONTRACTOR's monthly invoice, Contract Accounting staff shall forward the invoice to the Program Manager, or designee, for review and approval. The Program Manager, or designee, shall review the detailed charges to ensure charges are in accordance with the Agreement terms and that invoiced services have been received.
- 6.5 Upon approval of the monthly invoice, the Program Manager, or designee, shall forward the invoice to Contract Accounting staff for payment.
- 6.6 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Agreement. COUNTY shall attempt to authorize payment within thirty (30) days following receipt of invoice, provided that all work performed during the preceding month has been reviewed, accepted, signed and dated by the Program Manager or designee. COUNTY has no obligation to pay for any work except those services expressly authorized by this Agreement.
- 6.7 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number to DCFS within five (5) days of contract award. COUNTY shall make no payment to CONTRACTOR without the Tax Identification Number.
- 6.8 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or

inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Agreement, CONTRACTOR shall return to COUNTY any and all payments which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

- 6.9 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 6.10 CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 6.0, Payment and Invoices, and 25.0, Notices, of this Agreement, when expenditures under this Agreement total seventy-five (75%) of the Maximum Contract Sum. Furthermore, CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 6.0, Payments and Invoices, and 25.0, Notices, of this Agreement, when this Agreement is within six (6) months of expiration. CONTRACTOR shall send these notices to those persons and addresses which are set forth in Sections 6.0, Payments and Invoices, and 25.0, Notices.
- 6.11 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.

7. Section 7.0, **COMPLIANCE WITH LIVING WAGE PROGRAM**, is deleted in its entirety and replaced as follows:

**7.0 COMPLIANCE WITH LIVING WAGE PROGRAM**

7.1 Living Wage Program. This Agreement is subject to the provisions of the COUNTY's ordinance entitled Living Wage Program ("Program") as codified in Sections 2.201.020 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit I and incorporated by reference into and made a part of this Agreement.

7.2 Payment of Living Wage Rates.

7.2.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that CONTRACTOR shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employee's services provided to the COUNTY under this Agreement.

7.2.1.1 Not less than \$9.46 per hour if, in addition to the per-hour wage, CONTRACTOR contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

7.2.1.2 Not less than \$8.32 per hour if, in addition to the per-hour wage, CONTRACTOR contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. CONTRACTOR will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the COUNTY Department of Health Services Community Health Plan. If, at any time during this Agreement, CONTRACTOR contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, CONTRACTOR shall be required to pay its Employees the higher hourly living wage rate.

7.2.2 For purposes of this Section, "Contractor" includes any subcontractor engaged by CONTRACTOR to perform services for the COUNTY under this Agreement. If

CONTRACTOR uses any subcontractor to perform services for the COUNTY under this Agreement, the subcontractor shall be subject to the provisions of this Section 7.0. The provisions of this Section 7.0 shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to this agreement. "Employee" means any individual who is an Employee of CONTRACTOR under the laws of California, and who is providing full-time services to CONTRACTOR, some or all of which are provided to the COUNTY under this Agreement. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the COUNTY; however, fewer than 35 hours worked per week will not, in any event, be considered full time.

- 7.2.3 If CONTRACTOR is required to pay a living wage when the term of this Agreement commences, CONTRACTOR shall continue to pay a living wage for the entire term of the Agreement, including any option period.
- 7.2.4 If CONTRACTOR is not required to pay a living wage when the term of this Agreement commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Program's definition of "Employer" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Agreement, including any option period. The COUNTY may also require, at any time during the term of the Agreement and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Program's definition of "Employer" and/or that CONTRACTOR continues to qualify for an exception to the Program. Unless CONTRACTOR satisfies this requirement within the time frame permitted by the COUNTY, CONTRACTOR shall immediately be required to pay the living wage for the remaining term of the Agreement, including any option period.

- 7.3 CONTRACTOR's Submittal of Certified Monitoring Reports. CONTRACTOR shall submit to the COUNTY certified monitoring reports at a frequency instructed by the COUNTY. The certified monitoring reports shall list all of CONTRACTOR's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by CONTRACTOR for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of CONTRACTOR's current health care benefits plan, and CONTRACTOR's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the COUNTY, or any other form approved by the COUNTY which contains the above information. The COUNTY reserves the right to request any additional information it may deem necessary. If the COUNTY requests additional information, CONTRACTOR shall promptly provide such information. CONTRACTOR, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.
- 7.4 CONTRACTOR'S Ongoing Obligation to Report Labor Law/Payroll Violations and Claims. During the term of this Agreement, if the CONTRACTOR becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as a minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the CONTRACTOR shall immediately inform the COUNTY of any pertinent facts known by the CONTRACTOR regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the CONTRACTOR's contract with the COUNTY, but instead applies to any labor law/payroll violation or claim arising out of any of the CONTRACTOR's operations in California.
- 7.5 COUNTY Auditing of CONTRACTOR Records. Upon a minimum of twenty-four (24) hours written notice, the COUNTY may audit, at CONTRACTOR's place of business, any of CONTRACTOR's records pertaining to this Agreement, including all documents and information relating to the certified monitoring reports. CONTRACTOR is required to maintain all such records in California until the expiration of four years from the date of final payment under this Agreement. Authorized agents of the COUNTY

shall have access to all such records during normal business hours for the entire period that records are to be maintained.

7.6 Notification to Employees. CONTRACTOR shall place COUNTY-provided living wage posters at each of CONTRACTOR's places of business and locations where CONTRACTOR's Employees are working. CONTRACTOR shall also distribute COUNTY-provided notices to each of its Employees at least once per year. CONTRACTOR shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

7.7 Enforcement and Remedies. If CONTRACTOR fails to comply with the requirements of this Section 7.0, the COUNTY shall have the rights and remedies described in this Section 7.0 in addition to any rights and remedies provided by law or equity.

7.7.1 Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If CONTRACTOR submits a certified monitoring report to the COUNTY after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Agreement. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

7.7.1.1 Liquidated Damages. It is mutually understood and agreed that CONTRACTOR's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for CONTRACTOR's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the COUNTY may, in its sole discretion, assess against CONTRACTOR liquidated damages in the amount of \$100 per monitoring report for each day until the

COUNTY has been provided with a properly prepared, complete and certified monitoring report. The COUNTY may deduct liquidated damages from any payments otherwise due CONTRACTOR.

7.7.1.2 Termination. CONTRACTOR's failure to submit an accurate, complete, timely and properly certified monitoring report may constitute a material breach of this Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate this Agreement.

7.7.2 Remedies for Payment of Less Than the Required Living Wage. If CONTRACTOR fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Agreement. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

7.7.2.1 Withholding Payment. If CONTRACTOR fails to pay one or more of its Employees at least the applicable hourly living wage rate, the COUNTY may withhold from any payment otherwise due CONTRACTOR the aggregate difference between the living wage amounts CONTRACTOR was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The COUNTY may withhold said amount until CONTRACTOR has satisfied the COUNTY that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

7.7.2.2 Liquidated Damages. It is mutually understood and agreed that CONTRACTOR's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the COUNTY. It is also understood and agree that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for CONTRACTOR's breach. Therefore, it is agreed that the COUNTY may, in its sole



discretion, assess against CONTRACTOR liquidated damages of \$50.00 per Employee per day for each and every instance of an underpayment to an Employee. The COUNTY may deduct assessed liquidated damages from any payments otherwise due CONTRACTOR.

7.7.2.3 Termination. CONTRACTOR's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate this Agreement.

7.7.3 Debarment. In the event CONTRACTOR breaches a requirement of this Section 7.0, the COUNTY may, in its sole discretion, bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

7.8 Use of Full-Time Employees. CONTRACTOR shall assign and use full-time Employees of CONTRACTOR to provide services under this Agreement unless CONTRACTOR can demonstrate to the satisfaction of the COUNTY that it is necessary to use non-full-time Employees based on staffing efficiency or COUNTY requirements for the work to be performed under this Agreement. It is understood and agreed that CONTRACTOR shall not, under any circumstances, use non-full-time Employees for services provided under this Agreement unless and until the COUNTY has provided written authorization for the use of same. CONTRACTOR submitted with its proposal a full-time Employee staffing plan. CONTRACTOR shall immediately provide a copy of the new staffing plan to the COUNTY.

7.9 CONTRACTOR Retaliation Prohibited. CONTRACTOR and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Program to the COUNTY or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of this Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate this Agreement.

7.10 CONTRACTOR Standards. During the term of this Agreement, CONTRACTOR shall maintain business stability, integrity in Employee relations and the financial ability to pay a living wage to

its Employees. If requested to do so by the COUNTY, CONTRACTOR shall demonstrate to the satisfaction of the COUNTY that CONTRACTOR is complying with this requirement.

7.11 Neutrality in Labor Relations. CONTRACTOR shall not use any consideration received under this Agreement to hinder, or to further, organization of, or bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

8. Section, 11.0, **ASSIGNMENT/DELEGATION OF RIGHTS**, is amended to add to the Agreement, Subsection 11.4, which shall read as follows:

11.4 Any payments by COUNTY to any delegatee or assignee on any claim under this Agreement shall reduce dollar for dollar any claims which CONTRACTOR may have against COUNTY and shall be subject to set-off, recoupment, or other reduction for any claims which CONTRACTOR may have against COUNTY, whether under this Agreement or otherwise.

9. Section 12.0, **RECORDS AND AUDITS**, Subsection 12.1 is deleted in its entirety and replaced as follows:

12.1 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Agreement in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in the DCFS Contract Accounting and Operating Handbook, attached hereto as Exhibit H. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

12.2 CONTRACTOR agrees that COUNTY and its authorized representatives, the State of California and its authorized representatives, and the Federal Government and its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this contract, including, but not limited to, all financial records, timecards, other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State and Federal authorities, during the term of this Agreement and either for a period of five (5) years after the expiration of the term of this Agreement or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that

time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management review, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual of Policy and Procedures, Section 23-353.

10. Section 16.0, **COMPLIANCE WITH APPLICABLE LAWS**, Subsection 16.1, is deleted in its entirety and replaced as follows:

16.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, and ordinances, insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction there over.

16.1.1 CONTRACTOR acknowledges that this Agreement will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

16.1.2 CONTRACTORS shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

16.1.3 CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

11. Section 24.0, **LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**, is amended to add to the Agreement, Subsection 24.4, which shall read as follows:

24.4 In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year for services provided by the CONTRACTOR under this Agreement. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Notwithstanding such reduction, the CONTRACTOR shall continue to provide all of the services set forth in this Agreement.

12. Section 25.0, **NOTICES**, Subsection 25.1 is deleted in its entirety and replaced as follows:

25.1 All notices shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

Department of Children and Family Services  
Contract Management Services  
Attention: Walter Chan, Manager  
425 Shatto Place, Room 205  
Los Angeles, California 90020

All notices to CONTRACTOR shall be sent to CONTRACTOR

California Courier Services, Inc.  
Attention: Paul Mossett, Director of Administration  
6955 La Tijera Blvd., Suite D  
Los Angeles, CA 90045

or such other person and/or location as may hereinafter be designated in writing by the CONTRACTOR.

13. Section 28.0, **PROPRIETARY RIGHTS**, is deleted in its entirety and replaced as follows:

## **28.0 PROPRIETARY RIGHTS**

- 28.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Agreement shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 28.2 Notwithstanding any other provision of this Agreement, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Agreement, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 28.3 Any materials, data and information not developed under this Agreement, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 28.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Section 28.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-

COUNTY entities without the prior written permission of CONTRACTOR.

28.5 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated in any way under Section 28.4 for:

28.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Section 28.3;

28.5.2 Any materials, data and information covered under Section 28.2; and

28.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

**28.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.**

**28.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.**

**28.8 The provisions of Sections 28.5, 28.6, and 28.7 shall survive the expiration or termination of this Agreement.**

14. Section 29.0, **FIXED ASSETS**, is deleted in its entirety and replaced as follows:

#### **29.0 FIXED ASSETS**

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Agreement shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000.00) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Agreement. CONTRACTOR shall

provide an accounting of such assets at the termination or expiration of this Agreement and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Agreement to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

15. Section 31.0, **GENERAL INSURANCE REQUIREMENTS**, Subsection 31.7.5 is deleted in its entirety and replaced with a new Subsection 31.7.5, which shall read as follows:

31.7.5 Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming the COUNTY as loss payee.

|                                       |    |                   |
|---------------------------------------|----|-------------------|
| Employee Dishonesty:                  | \$ | 100,000           |
| Forgery or Alteration:                | \$ | 100,000           |
| Theft, Disappearance and Destruction: | \$ | 100,000           |
| Computer Fraud:                       |    | n/a               |
| <b>Burglary and Robbery:</b>          |    | <b>\$ 100,000</b> |

16. Section 32.0, **CONFIDENTIALITY**, is deleted in its entirety and replaced as follows:

### **32.0 CONFIDENTIALITY**

32.1 CONTRACTOR shall maintain the confidentiality of all records including, but not limited to, COUNTY records and client records in accordance with all applicable federal, state and local laws, regulations, ordinances and directives regarding confidentiality. CONTRACTOR shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this Agreement. All employees of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "Employee Acknowledgment and Confidentiality Agreement", Exhibit G. CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

32.2 CONTRACTORS shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

17. Section 37.0, **CRIMINAL CLEARANCES**, Subsection 37.3 is deleted in its entirety and replaced as follows:

37.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those defined in the following Penal Code sections or any other existing or future Penal Code sections which address such crimes:

| SECTION | TITLE  |
|---------|--|
| 220     | Assault with intent to commit mayhem, rape, unlawful sodomy, unlawful oral copulation, rape in concert with another, lascivious acts upon a child, or forcible acts of sexual penetration.   |
| 243.4   | Sexual battery.  |
| 245     | Assault with a deadly weapon or force likely to produce great bodily injury.   |
| 261.5   | Unlawful sexual intercourse with a minor.  |
| 264.1   | Voluntary acting in concert with another person, by force or violence and against the will of the victim, committed rape, rape of spouse or forcible act of sexual penetration either personally or by aiding and abetting the other person. |
| 272     | Causing, encouraging or contributing to delinquency of person under age 18.  |
| 273a    | Great bodily harm or death to child; endangerment of person or health.   |
| 273ab   | Assault resulting in death of child under 8 years of age.  |
| 273d    | Infliction of corporal punishment or injury on child resulting in traumatic condition.   |
| 273g    | Degrading, immoral or vicious practices in the presence of children.   |



|               |   |
|---------------|---|
|               |   |
| 273.5         | Infliction of corporal punishment or injury on spouse, former spouse, cohabitant, former cohabitant or the mother or father of his or her child resulting in traumatic condition. |
| 286           | Sodomy.   |
| 288           | Lewd or lascivious acts upon the body of a child under age 14.  |
| 288a          | Unlawful oral copulation.   |
| 289           | Forcible acts of sexual penetration against the victim's will.  |
| 290           | Sex offenders required to register with the chief of police, sheriff or police of a campus of University of California, California State University or community college.         |
| 314           | Indecent exposure.  |
| 368(b)        | Great bodily harm or death to elder or dependent adult; Endangerment of person or health of elder or dependent adult.   |
| 647 (a) & (d) | Disorderly conduct relating to lewd act/behavior or prostitution.   |
| 647.6         | Annoyance of or molesting a child under age 18.   |
| 667.5(c)      | Violent felony.   |

18. Section 41.0, **CONSIDERATION OF HIRING GAIN PARTICIPANTS**, is deleted in its entirety and replaced as follows:

**41.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**

41.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW)

Program who meet CONTRACTOR's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

- 41.2 CONTRACTOR shall send notices to the COUNTY's Department of Public Social Services offices(s) located nearest to the job location at the following addresses:

Region I – West County  
5200 W. Century Blvd.  
Los Angeles, CA 90045

Region II – West San  
Fernando Valley  
14355 Roscoe Blvd.  
Panorama City, CA 91402

Region II – West San  
Fernando Valley  
Santa Clarita Sub-Office  
27233 Camp Plenty Road  
Canyon Country, CA 91351

Region II – West San  
Fernando Valley  
Palmdale Sub-Office  
1050 E. Palmdale Blvd. #204  
Palmdale, CA 93550

Region III – San Gabriel  
Valley  
3216 Rosemead Blvd.  
El Monte, CA 91731

Region III – San Gabriel  
Valley  
GAIN Cal-Learn Branch  
3220 Rosemead Blvd.  
El Monte, CA 91731

Region IV – Central and West  
County  
2910 W. Beverly Blvd.  
Los Angeles, CA 90057

Region IV – Central and West  
County  
Exposition Park Sub-Office  
3965 S. Vermont  
Los Angeles, CA 90037

Region V – South County  
2959 Victoria Street  
Rancho Dominguez, CA  
90221

Region VI – Southeast  
County  
5460 Bandini Blvd.  
City of Bell, CA 90201

Region VII – East San  
Fernando County  
3307 N. Glenoaks Blvd.  
Burbank, CA 91504

41.3 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where applications/request(s) for applications are being received, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

41.4 CONTRACTOR is exempt from the provisions of this Section 41.0 if it is a governmental entity.

19. Section 42.0, **COUNTY LOBBYISTS**, is deleted in its entirety and replaced as follows:

**42.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Agreement.

20. Section 46.0, **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**, is deleted in its entirety as it is a duplicate of Section 36.0, **NOTICE REGARDING THE FEDERAL EARNED INCOME CREDIT**, in the Agreement and replaced with a new Section 46.0, which shall read as follows:

**46.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

This Agreement is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit J and incorporated by reference into and made a part of this Agreement.

46.1 Written Employee Jury Service Policy

46.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section

2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

46.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under this Agreement, the subcontractor shall also be subject to the provisions of this Section 46.0. The provisions of this Section 46.0 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

46.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Agreement commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Agreement and at its sole

discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

46.1.4 CONTRACTOR's violation of this Section 46.0 of this Agreement may constitute a material breach of this Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

21. Section 49.0, **INTERPRETATION OF CONTRACT**, is deleted in its entirety and replaced as follows:

#### **49.0 INTERPRETATION OF CONTRACT**

##### 49.1 Validity

49.1.1 The invalidity, unenforceability, or illegality of any provision of this Agreement shall not render the other provisions thereof invalid, unenforceable, or illegal.

##### 49.2 Governing Laws, Jurisdiction and Venue

49.2.1 This Agreement shall be construed in accordance with and governed by the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

##### 49.3 Captions and Section Headings

49.3.1 Each paragraph and certain subparagraphs of this Agreement have been supplied with captions which serve only as guides to the contents. The captions do not control the meaning of any paragraph or subparagraph or in any way determine this Agreement's interpretation or meaning.

#### 49.4 Waiver

49.4.1 Any waiver by COUNTY of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall be in writing and shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of COUNTY to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping COUNTY from enforcing the full provisions thereof.

22. Section 50.0, **CHILD ABUSE PREVENTION REPORTING**, is hereby added to the Agreement to read as follows:

#### **50.0 CHILD ABUSE PREVENTION REPORTING**

- 50.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.
- 50.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in Section 11164, et seq. of the Penal Code. This responsibility shall include:
- 50.2.1 A requirement that all employees, consultants, or agents performing services under this Agreement who are required by Penal Code Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.
- 50.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

50.2.3 The assurance that all employees of CONTRACTOR and subcontractors understand that the safety of the child is always the first priority.

23. Section 51.0, **COMMUNITY BUSINESS ENTERPRISES PROGRAM**, is hereby added to the Agreement to read as follows:

**51.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM**

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Exhibit F.

24. Section 52.0, **DISPUTE RESOLUTION PROCEDURE**, is hereby added to Agreement to read as follows:

**52.0 DISPUTE RESOLUTION PROCEDURE**

- 52.1 CONTRACTOR and COUNTY agree to act promptly and diligently to mutually resolve any disputes, which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Section 52.0.
- 52.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which COUNTY determines should be delayed as a result of such dispute. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.
- 52.3 In the event of any dispute between the parties with respect to this Agreement, CONTRACTOR and COUNTY shall submit the matter to their respective Program Managers for the purpose of endeavoring to resolve such dispute.
- 52.4 In the event that the Program Managers are unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Assistant to Executive Director and COUNTY's Regional Administrator for further consideration and discussion to attempt to resolve the dispute.
- 52.5 In the event that CONTRACTOR's Assistant to Executive Director and COUNTY's Regional Administrator are unable to resolve the dispute within a reasonable time not to exceed five (5) days from

the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Executive Director and to the Director of DCFS for further consideration and discussion to attempt to resolve the dispute.

52.6 All disputes utilizing this dispute resolution procedure shall at each and every level of escalation be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this Section 52.0, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally (by face-to-face meeting or by telephone), or in writing (by exchanging of correspondence).

52.7 Notwithstanding any other provision of this Agreement, COUNTY's right to terminate this Agreement pursuant to Section 21.0, Termination for Default, Section 25.0, Termination for Convenience, or any other termination provision hereunder, and COUNTY's right to seek injunctive relief to enforce the provisions of Section 28.0, Proprietary Rights and Section 32.0, Confidentiality, shall not be subject to this Section 52.0, Dispute Resolution Procedure.

25. Section 53.0, **MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**, is hereby added to the Agreement to read as follows:

**53.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm). *(There are underscores in the address between the words 'doing business' and 'main db'.)*



26. Section 54.0, **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**, is hereby added to the Agreement to read as follows:

**54.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, where and how to safely surrender a baby. The fact sheet is set forth in Exhibit K of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

27. Section 55.0, **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**, is hereby added to the Agreement to read as follows:

**55.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

28. Exhibit A, **STATEMENT OF WORK**, is amended to add the **PREAMBLE** prior to Section 1.0, **DEFINITIONS**, which shall read as follows:

**PREAMBLE**

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan, which includes the five following goals: 1) Service Excellence, 2) Workforce Excellence, 3) Organizational Effectiveness, 4) Fiscal Responsibility, and 5) Children and Families' Well-Being. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the values and goals for guiding this effort to integrate the health and human services delivery system.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how

well services are being provided, and what are the results of the services: is anyone better off?

**The County of Los Angeles health and human service departments and their partners are working together to achieve the following *Customer Service And Satisfaction Standards* in support of improving outcomes for children and families.**

### **Personal Service Delivery**

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

### **Service Access**

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

### **Service Environment**

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

29. Exhibit A-1, Pickup and Deliver Locations, is deleted in its entirety and replaced with a new Exhibit A-1, Pickup and Deliver Locations, which is attached hereto.
30. Exhibit A-2, Pickup Transmittal Form For Mail Picked Up, is deleted in its entirety and replaced with a new Exhibit A-2, Mail Pickup Transmittal Form, which is attached hereto.
31. Exhibit B, Price Schedule, is deleted in its entirety and replaced with a new Exhibit B, Pricing Schedule, which is attached hereto.

**EXCEPT AS PROVIDED IN THIS AMENDMENT NUMBER ONE, ALL OTHER TERMS AND CONDITIONS OF AGREEMENT NUMBER 73089 SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT.**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**Amendment Number One to Agreement Number 73089  
with California Courier Services, Inc. dba Consolidated Routing**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and CONTRACTOR has caused this Amendment to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer-Clerk of the  
Los Angeles County  
Board of Supervisors

By \_\_\_\_\_

California Courier Services, Inc.  
dba Consolidated Routing  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
95-4885885  
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
LLOYD W. PELLMAN, County Counsel

BY \_\_\_\_\_  
Senior Deputy County Counsel

**PICKUP AND DELIVERY LOCATIONS**  
(Effective 11/1/03)

| <b>Facility Name / Office Location</b>   | <b>Destination</b>  | <b>Contact Person &amp; Phone Number</b>                                | <b>Days &amp; Time</b>  |
|--|---|---|---|
| MacLaren Children's Center<br>4024 Durfee Ave. 2 <sup>nd</sup> Floor<br>El Monte, CA 91732         | Various Locations   |   | M-F One stop daily.<br>Delivery and Pickup<br>simultaneously at<br>9:30 a.m.  |
| Covina Office<br>Revenue Enhancement<br>800 S. Barranca, 4 <sup>th</sup> Floor<br>Covina, CA 91723 | Various Locations   | H. Price<br>M. Woods<br>(626) 858-1474                                  | M-F Two stops daily.<br>Del – 9:40 a.m.<br>PU – 12:15 p.m.                    |
| Covina Office<br>800 S. Barranca, Rm 207<br>Covina, CA 91723                                       | Edelman Children's Court<br>and various locations.  | Arelene Alfaro<br>(626) 858-1606  | M-F Two stops daily.<br>Del – 9:40 a.m.<br>PU – 12:15 p.m.                    |
| Covina Office<br>800 S. Barranca, 5 <sup>th</sup> Floor<br>Covina, CA 91723                        | Hall of Administration<br>Computer Output<br>500 West Temple, Rm 419<br>Los Angeles, CA 90012 | Janie Green<br>(626) 858-1402   | M-F Two stops daily.<br>Del – 9:40 a.m.<br>PU – 12:15 p.m.                    |
| Covina Office<br>800 S. Barranca, 5 <sup>th</sup> Floor<br>Covina, CA 91723                        | MID Unisys Computer Rm<br>9150 E. Imperial Hwy, 1 <sup>st</sup><br>Fl.<br>Downey, CA 90242    | Janie Green<br>(626) 858-1402   | Wednesday Only<br>PU – 12:15 p.m.   |
| Covina Office - SPP/VVVU<br>800 South Barranca<br>Covina, CA 90023                                 | Hall of Administration<br>TTC Computer<br>500 West Temple, Rm 417<br>Los Angeles, CA 90012    | Janie Green<br>626/ 858-1402  | M-F Two stops daily.<br>Del – 9:40 a.m.<br>PU – 12:15 p.m.                    |
| Hall of Administration<br>TTC Computer<br>500 West Temple, Room 417<br>Los Angeles, CA 91754       | Covina - SPP/VVVU<br>800 South Barranca<br>Covina, CA 90023                                   | Janie Green<br>626/ 858-1402  | M-F One stop daily.<br>Delivery and Pickup<br>simultaneously at<br>2:30 p.m.  |
| Hall of Administration<br>Computer Output<br>500 West Temple, Rm 419<br>Los Angeles, CA 90012      | Covina Office<br>800 S. Barranca, 5 <sup>th</sup> Floor<br>Covina, CA 91723                   | Janie Green<br>(626) 858-1402   | M-F One stop daily.<br>Delivery and Pickup<br>simultaneously at<br>2:30 p.m.  |
| ISD<br>9150 E. Imperial Hwy, 2 <sup>nd</sup> Floor<br>Downey, CA 90242                             | Various Locations   | Al Mendez<br>(562) 940-2305   | M-F One stop daily.<br>Delivery and Pickup<br>simultaneously at<br>3:00 p.m.  |
| Exposition Park / Hawthorne<br>11539 Hawthorne Blvd.<br>Hawthorne, CA 90064                        | Edelman Children's Court<br>and various locations.  | Linda Murray<br>(310) 263-2001  | M-F One stop daily.<br>Delivery and Pickup<br>simultaneously at<br>11:15 a.m. |
| Pomona Office<br>100 West Second St., 5 <sup>th</sup> Floor<br>Pomona, CA 91766                    | Edelman Children's Court<br>and various locations.  | Linda Escarcega<br>(909) 868-4431<br>Cristina Vasquez<br>(909) 868-4441 | M-F Two stops daily.<br>Del. – 10:45 a.m.<br>PU – 12:00 noon                  |

**PICKUP AND DELIVERY LOCATIONS**  
(Effective 11/1/03)

| <b>Facility Name / Office Location</b>  | <b>Destination</b>  | <b>Contact Person &amp; Phone Number</b>                               | <b>Days &amp; Time</b>  |
|---|---|--|---|
| Edelman Children's Court<br>201 Centre Plaza Dr., Rm 1600<br>Monterey Park, CA 91754                  | Various Locations   | Beverly Williams<br>(323) 526-6051                                     | M-F All yellow court bags to be delivered same day, no later than 2:00 p.m. |
| Edelman Children's Court<br>201 Centre Plaza Dr., Rm 1600<br>Monterey Park, CA 91754                  | Corporate Place – IDC<br>2525 Corporate Pl., 1 <sup>st</sup> Fl.<br>Monterey Park, CA 91754 | Beverly Williams<br>(323) 526-6051                                     | M-F One stop daily. Deliver revised petitions by 2:30 p.m.                  |
| DCFS Lakewood Office<br>4060 Watson Plaza Dr., 1 <sup>st</sup> Fl.<br>Lakewood, CA 90714              | Edelman Children's Court and various locations.   | Carol Harris<br>(562) 497-3312<br>Marilyn Brooks<br>(562) 497-3453     | M-F Two stops daily.<br>Del – 10:30 a.m.<br>PU – 11:30 a.m.                 |
| North Hollywood Office<br>12020 Chandler Blvd., 4 <sup>th</sup> Fl.<br>North Hollywood, CA 91607      | Edelman Children's Court and various locations.   | Rosalie Bosen<br>(818) 755-5811<br>Deana Rabago<br>(818) 755-5822      | M-F Two stops daily.<br>Del – 8:45 a.m.<br>PU 1:00 p.m.                     |
| Santa Fe Springs Reg Office<br>10355 Slusher Drive<br>Santa Fe Springs, CA 90670                      | Edelman Children's Court and various locations.   | Sharyn Dent-Bray<br>(562) 903-5210                                     | M-F Two stops daily.<br>Del – 8:30 a.m.<br>PU – 1:00 p.m.                   |
| Belvedere<br>5835 Eastern Ave., 2 <sup>nd</sup> Fl.<br>Commerce, CA 90040                             | Edelman Children's Court and various locations.   | Caroline Rodriguez<br>(323) 725-4502<br>Lupe Nevarez<br>(323) 725-4632 | M-F Two stops daily.<br>Del – 8:00 a.m.<br>PU – 1:30 p.m.                   |
| DCFS Headquarters<br>425 Shatto Place, Basement<br>Los Angeles, CA 90020                              | Various Locations   | Victor James<br>(213) 351-5702   | M-F Two stops daily.<br>Del – 8:10 a.m.<br>PU - 12:40 p.m.                  |
| Shatto/501 Office<br>501 Shatto Place, 3 <sup>rd</sup> Fl.<br>Los Angeles, CA 90020                   | Various Locations   | Jean Lee<br>213/ 351-7259  | M-F Two stops daily.<br>Del – 8:30 a.m.<br>PU - 12:25 p.m.                  |
| Adoptions - Lancaster<br>251 East Avenue K-6<br>Lancaster, CA 93535                                   | Edelman Children's Court and various locations.   | Sherry Derham<br>(805) 723-4438  | M-F Two stops daily.<br>Del – 10:20 a.m.<br>PU – 11:30 a.m.                 |
| Antelope Valley Juvenile Court Liaison<br>936 West Avenue J-4, #201<br>Lancaster, CA 93534            | Various Locations   | Sue Ennis<br>(805) 726-7772  | M-F One stop daily.<br>PU and Del simultaneously at 11:30 a.m.              |
| Antelope Valley Juvenile Court<br>Dept. 426, Court Clerk<br>1000 West Avenue J<br>Lancaster, CA 93534 | Various Locations   | Court Officer<br>(805) 945-6439  | M-F One stop daily.<br>PU and Del simultaneously at 11:45 a.m.              |

**PICKUP AND DELIVERY LOCATIONS**  
**(Effective 11/1/03)**

| <b>Facility Name / Office Location</b>  | <b>Destination</b>                                 | <b>Contact Person &amp; Phone Number</b>                          | <b>Days &amp; Time</b>  |
|---|--|---|---|
| Antelope Valley East<br>335-C East Avenue K-6<br>Lancaster, CA 93535                                    | Edelman Children's Court<br>and various locations. | Phyllis Murray<br>(661) 951-3447<br>Beck Winter<br>(661) 951-3476 | M-F Two stops daily.<br>Del – 10:25 a.m.<br>PU - 11:30 a.m.                   |
| Antelope Valley West<br>1150 West Avenue J<br>Lancaster, CA 93534                                       | Edelman Children's Court<br>and various locations. | Carol Hardy<br>(661) 951-4097<br>Rachel Torres<br>(661) 961-4087  | M-F One stop daily.<br>Pickup and delivery<br>simultaneously at<br>11:15 a.m. |
| Santa Clarita<br>28490 Avenue Stanford, Ste 100<br>Santa Clarita, CA 91355                              | Edelman Children's Court<br>and various locations. | Lila Kemp<br>(805) 288-2710                                       | M-F Two stops daily<br>Del – 9:30 a.m.<br>PU – 12:00 noon                     |
| RAPP - Runaway Project<br>6464 Sunset Blvd., #900<br>Los Angeles, CA 90068                              | Various Locations                                  | Harold Shriman<br>(323) 466-7776                                  | M-F One stop daily.<br>Pickup and delivery<br>simultaneously at<br>10:00 a.m. |
| West Los Angeles<br>11390 W. Olympic Blvd., 3 <sup>rd</sup> Fl.<br>Los Angeles, CA 90064                | Edelman Children's Court<br>and various locations. | Terri Graig<br>(310) 445-8394                                     | M-F Two stops daily.<br>Del – 8:45 a.m.<br>PU – 12:10 p.m.                    |
| Southwest<br>5757 West Century Blvd.<br>Suite 3000<br>Los Angeles, CA 90045                             | Edelman Children's Court<br>and various locations. | Esther Moreno<br>(310) 348-6797                                   | M-F Two stops daily<br>Del – 9:20 a.m.<br>PU – 11:20 a.m.                     |
| Adoptions<br>695 South Vermont Ave., 7 <sup>th</sup> Fl.<br>Los Angeles, CA 90005                       | Edelman Children's Court<br>and various locations. | Pernell Outley<br>(213) 738-3230                                  | M-F Two stops daily<br>Del – 9:20 a.m.<br>PU – 11:10 a.m.                     |
| Wilshire - Command Post<br>3075 Wilshire Blvd., 6 <sup>th</sup> Fl.<br>Los Angeles, CA 90010            | Edelman Children's Court<br>and various locations. | Sharon Langley<br>(213) 893-0533                                  | M-F Two stops daily.<br>Del - 9:00 a.m.<br>PU – 12:00 noon                    |
| Wilshire<br>3075 Wilshire Blvd., 3 <sup>rd</sup> Fl.<br>Los Angeles, CA 90010                           | Various Locations                                  | Louis<br>(213) 738-3639   | M-F Two stops daily.<br>Del - 9:00 a.m.<br>PU – 12:00 noon                    |
| Corporate Place – IDC<br>2525 Corporate Place, 1 <sup>st</sup> Fl.<br>Monterey Park, CA 91754           | Edelman Children's Court<br>and various locations. | (626) 260-3121  | M-F One stop daily.<br>Pickup and delivery<br>simultaneously at<br>1:00 p.m.  |
| Corporate Place - Latino Family<br>2525 Corporate Place, 1 <sup>st</sup> Fl.<br>Monterey Park, CA 91754 | Edelman Children's Court<br>and various locations. |   | M-F One stop daily.<br>Pickup and delivery<br>simultaneously at<br>1:00 p.m.  |



**PICKUP AND DELIVERY LOCATIONS**  
**(Effective 11/1/03)**

| <b>Facility Name / Office Location</b>   | <b>Destination</b> | <b>Contact Person &amp; Phone Number</b>                           | <b>Days &amp; Time</b>  |
|--|--------------------|--|---|
| Metro Plex<br>3530 Wilshire Blvd.<br>Los Angeles, CA 90010                           | Various Locations. |  | M-F One stop daily.<br>Pickup and delivery simultaneously at 9:40 a.m.  |
| Norwalk Office – Child Care<br>12440 Imperial Hwy, Rm 529<br>Norwalk, CA 90650       | Various Locations  | Diane Lopez<br>(562) 345-6628                                      | M-F One stop daily.<br>Pickup and delivery simultaneously in p.m.       |
| Norwalk Office – IT<br>12440 Imperial Hwy, Rm 501<br>Norwalk, CA 90650               | Various Locations  | Stephanie Sanchez<br>(562) 345-6601                                | M-F One stop daily.<br>Pickup and delivery simultaneously in p.m.       |
| Torrance Office<br>2325 Crenshaw Blvd., 1 <sup>st</sup> Fl.<br>Torrance, CA 90501    | Various Locations  | Sylena Carter<br>(310) 972-3230                                    | M-F One stop daily.<br>Pickup and delivery simultaneously at 10:30 a.m. |
| Covina Annex<br>1373 Center Court Drive, 1 <sup>st</sup> Fl.<br>Covina, CA 91724     | Various Locations  | Lisa Schirmer  | M-F Two stops daily.<br>Del – 10:00 a.m.<br>PU – 12:00 noon             |
| Pasadena<br>532 East Colorado Blvd., 2 <sup>nd</sup> Fl.<br>Pasadena, CA 91101       | Various Locations  | Sandra Langley<br>(626) 229-3408<br>Vickie Meade<br>(626) 229-3489 | M-F Two stops daily.<br>Del – 8:30 a.m.<br>PU – 12:30 p.m.              |
| Wateridge<br>5100 West Goldleaf Circle, 1 <sup>st</sup> Fl.<br>Los Angeles, CA 90056 | Various Locations  |  | M-F Two stops daily.<br>Del – 8:15 a.m.<br>PU - 11:45 a.m.              |
| Telstar<br>9320 Telstar Ave.<br>El Monte, CA 91731                                   | Various Locations  |  | M-F One stop daily<br>Pickup and delivery simultaneously at 9:00 a.m.   |

**PICKUP AND DELIVERY LOCATIONS**  
**(Effective 11/1/03)**

CASE STORAGE

All case files requested from DCFS/DPSS storage contractors must be picked up daily, Monday through Friday, no later than 4:00 p.m., sorted, and delivered with the mail on the next work day. Returned case files must also be delivered to DCFS/DPSS storage contractor daily.

|  |                   |            |
|--|-------------------|------------|
| DCFS Case Storage Contractor:<br><br><b>File Keepers</b><br>1301 Peerles Way<br>Montebello, CA | Various Locations | Juan Avila |
| DCFS Case Storage Contractor:<br><br><b>File Keepers</b><br>1301 Peerles Way<br>Montebello, CA | Various Locations |            |

**PICKUP AND DELIVERY LOCATIONS**  
**(Effective 11/1/03)**

**OVERNIGHT RUN**

**These services are required seven (7) days a week, with no breaks for holidays or weekends.**

Begin pick-up of documents at 10:00 p.m. Return all mail picked up to the Command Post by 5:00 a.m.

**Note:** FAX machines are being used at some locations. In the event FAX machines are utilized more, courier services may be curtailed or limited.

| Location  | Contact Person and Phone #        |
|---|-----------------------------------|
| Intake, Detention and Control Office<br>2525 Corporate Place<br>Monterey Park, CA |                                   |
| Edelman Children's Court<br>201 Centre Plaza Drive<br>Monterey Park, CA           |                                   |
| Command Post<br>3075 Wilshire Blvd., 6 <sup>th</sup> Fl.<br>Los Angeles, CA 90010 | Diane Weissburg<br>(213) 639-4353 |
| Century Sheriff Station<br>11703 South Alameda Street<br>Lynwood, CA 90262        | (310) 567-8182 ext. 4056          |
| Southwest Division, LAPD<br>1546 West King Blvd.<br>Los Angeles, CA 90062         | (323) 485-2582                    |
| Wilshire Division, LAPD<br>4861 West Venice Blvd.<br>Los Angeles, CA 90019        | (213) 485-4033                    |
| Command Post<br>3075 Wilshire Blvd., 6 <sup>th</sup> Fl.<br>Los Angeles, CA 90010 | Diane Weissburg<br>(213) 639-4353 |

COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND  
FAMILY SERVICES  
CONTRACT MESSENGER SERVICE  
MAIL PICKUP TRANSMITTAL FORM

To: \_\_\_\_\_, County Program Manager  
(Name)

\_\_\_\_\_  
(Location)

From: \_\_\_\_\_, County Office Representative  
(Name)

\_\_\_\_\_  
(Location)

**CHECK ALL TYPES OF MAIL TRANSPORTED BY CONTRACTOR**

\_\_\_\_\_ Correspondence

\_\_\_\_\_ Case Records

\_\_\_\_\_ Negotiable Documents

\_\_\_\_\_ Court Documents

\_\_\_\_\_ Other Mail \_\_\_\_\_

\_\_\_\_\_ Computer Files

\_\_\_\_\_ Case Files Going to Storage \_\_\_\_\_ (Number of Bundles)  
Attached is a list of the case files being sent to storage.

\_\_\_\_\_ **TOTAL NUMBER OF MAIL BAGS OR BOXES BEING TRANSPORTED**

\_\_\_\_\_  
Signature of Contractor's Driver

\_\_\_\_\_  
Date and Time (**very important**)

\_\_\_\_\_  
Signature of County's Office Representative

\_\_\_\_\_  
Date (**very important**)

## PRICING SCHEDULE

### CONSOLIDATED ROUTING

- I. Basic Monthly Rate – The Pricing Schedule shall contain CONTRACTOR’s basic monthly flat rate to provide messenger service to all DCFS designated locations in accordance with Exhibit A-1, Pickup and Deliver Locations. Messenger services include pickup and deliveries. The monthly rate is based on each pickup of: two (2) USA mail size bags of mail and up to twelve (12) boxes approximately 12”X18” of case files for each office location per day. This monthly rate shall be fixed and guaranteed for the contract term. CONTRACTOR’s monthly rate includes, but is not limited to, the following:

- Labor for all proposed services
- Materials, services supplies and other identifiable costs for all proposed services.
- All applicable taxes, including sales taxes.

The CONTRACTOR’s basic monthly flat rate and annual cost for all messenger services as specified in the Statement of Work shall not exceed:

| Monthly Rate | <u>Annual Cost</u> |
|--------------|--------------------|
| \$21,154     | \$253,852          |

- II. Excess Handling – If the number of USA mail size bags or boxes at any one location exceeds the basic daily pickup allocation (1 mailbag and 12 boxes), CONTRACTOR shall be reimbursed \$2.50 for each additional mailbag excluding Court bags), or box picked up. CONTRACTOR shall also be reimbursed \$2.50 for each case file in excess of 25 retrieved from case storage facility.
- III. Special Pickups – CONTRACTOR will be reimbursed \$25.00 per box for each special pickup from sites within the City of Los Angeles and \$25.00 per box plus .26 cents per mile (from CONTRACTOR’s office to pickup/delivery site(s) and back to CONTRACTOR’s office) for sites outside the City of Los Angeles that are in excess of 15 miles from CONTRACTOR’s office.
- IV. Additional Office Sites – CONTRACTOR shall provide messenger services for up to five (5) additional pickup sites at no additional cost for the term of this Agreement. If the number of additional sites exceed five (5), CONTRACTOR shall be paid an additional 2% of the basic monthly flat rate for each site over five. If the number of sites decreases by more than five sites, a 2% reduction shall be made to the basic monthly fee for each site over five.

**BUDGET**

| Position                                      | HRS<br>MO. | WAGE<br>RATE | MONTHLY<br>COST |
|---|------------|--------------|-----------------|
| Manager                                       | 200        | \$13,00      | \$ 2,600        |
| Dispatcher (Works/dispatches other clientele) | 200        | \$11,00      | \$ 2,200        |
| Drivers (4)                                   | 160        | \$ 9.46      | \$ 6,054        |
| Relief (2)                                    | 160        | \$10.00      | \$ 3,200        |
| TOTAL LABOR                                   |            |              | \$14,054        |
| LABOR COSTS (ADDITIONAL)                      |            |              |                 |
| Vacation & Sick Leave                         |            |              | \$              |
| Holiday                                       |            |              | \$              |
| SUBTOTAL LABOR COSTS                          |            |              | \$14,054        |
| PAYROLL COSTS                                 |            |              |                 |
| FICA  |            |              | \$ 900          |
| SUI   |            |              | \$ 300          |
| Worker's Compensation                         |            |              | \$ 1,100        |
| Insurance                                     |            |              | \$ 600          |
| Family Health Insurance                       |            |              | \$              |
| Pension                                       |            |              | \$              |
| SUBTOTAL PAYROLL COSTS                        |            |              | \$ 2,900        |
| TOTAL LABOR & PAYROLL COSTS                   |            |              | \$ 16,954       |
| OTHER COSTS                                   |            |              |                 |
| Supplies                                      |            |              | \$ 200          |
| SUB TOTAL OTHER COSTS                         |            |              | \$ 200          |
| TOTAL COSTS                                   |            |              | \$17,154        |
| PROFIT  |            |              | \$ 4,000        |
| TOTAL MONTHLY PRICE                           |            |              | \$21,154        |
| MAXIMUM ANNUAL CONTACT PRICE                  |            |              | \$253,852       |
| MAXIMUM CONTACT SUM                           |            |              | \$888,468       |

**TITLE 2 – ADMINISTRATION**  
**CHAPTER 2.201 – LIVING WAGE PROGRAM**

**2.201.010 Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.020 Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.030 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.\* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

\*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

#### **2.201.040 Payment of living wage.**

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.050 Other provisions.**

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the



course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.060 Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.070 Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.080 Enforcement and remedies.**

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.090 Exceptions.**

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

### **2.201.100 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)



**LIVING WAGE PROGRAM  
AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT  
ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm. **The Agent is required to check each of the applicable boxes below.**

**LIVING WAGE ORDINANCE:**

- ☐ The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

**CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:**

- ☐ The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

**LABOR LAW/PAYROLL VIOLATIONS:**

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

**History of Alleged Labor Law/Payroll Violations (Check One):**

- ☐ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

**History of Determinations of Labor Law /Payroll Violations (Check One):**

- ☐ There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

**HISTORY OF DEBARMENT (Check one):**

- ☐ The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

**I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.**

|                                      |                      |
|--------------------------------------|----------------------|
| Owner's/Agent's Authorized Signature | Print Name and Title |
| Print Name of Firm                   | Date                 |



# COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

Exhibit I-2

## ***Contractor Living Wage Declaration***

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

\_\_\_\_\_  
Please check the option that best describes your intention to comply with the Program.

- ☐ I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **\$9.46 per hour** per employee.
- ☐ I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- ☐ I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$8.32 per hour** per employee.

Health Plan(s): \_\_\_\_\_

Company Insurance Group Number: \_\_\_\_\_

Health Benefit(s) Payment Schedule:

- ☐ Monthly                      ☐ Quarterly                      ☐ Bi-Annual
- ☐ Annually                      ☐ Other: \_\_\_\_\_  
(Specify)

PLEASE PRINT COMPANY NAME:

I declare under penalty of perjury under the laws of the State of California that the above is true and correct:

SIGNATURE:

DATE:

PLEASE PRINT NAME:

TITLE OR POSITION:

**ORDINANCE NO. \_\_\_\_\_**

An ordinance amending Title 2 – Administration of the Los Angeles County Code relating to jury service policies of contractors of the County of Los Angeles.

The Board of Supervisors of the County of Los Angeles ordains as follows:

**SECTION 1.** Chapter 2.203 is hereby added to read as follows:

**Chapter 2.203**

**CONTRACTOR EMPLOYEE JURY SERVICE**

**2.203.010 Findings.** The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

**2.203.020 Definitions.** The following definitions shall be applicable to this chapter:

A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A Contract where federal or state law or condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

**2.203.030 Applicability.** This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable

**2.203.040 Contractor Jury Service Policy.** A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

#### **2.203.050 Other Provisions.**

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

**2.203.060 Enforcement and Remedies.** For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

**2.203.070. Exceptions.**

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

**2.203.090. Severability.** If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.



**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

|  |               |                  |
|--|---------------|------------------|
| <b>Company Name:</b>                                 |               |                  |
| <b>Company Address:</b>                              |               |                  |
| <b>City:</b>   | <b>State:</b> | <b>Zip Code:</b> |
| <b>Telephone Number:</b>                             |               |                  |
| <b>Solicitation For (Type of Goods or Services):</b> |               |                  |

**Complete Part I or Part II below, as appropriate.**

**Part I - Application for Exception From the Program**

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- ☐ My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II - Certification of Compliance**

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

***I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.***

|                    |               |
|--------------------|---------------|
| <b>Print Name:</b> | <b>Title:</b> |
| <b>Signature:</b>  | <b>Date:</b>  |

# **No shame No blame No names**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**

**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**

|   |   |
|---|---|
| <b>State of California</b><br>Gray Davis, Governor<br><b>Health and Human Services Agency</b><br>Grantland Johnson, Secretary<br><b>Department of Social Services</b><br>Rita Saenz, Director | <b>Los Angeles County Board of Supervisors</b><br>Gloria Molina, Supervisor, First District<br>Yvonne Brathwaite Burke, Supervisor, Second District<br>Zev Yaroslavsky, Supervisor, Third District<br>Don Knabe, Supervisor, Fourth District<br>Michael D. Antonovich, Supervisor, Fifth District |
|---|---|

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

**What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

**What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

**Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardino Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

**Every baby deserves a chance  
for a  
healthy life.  
If someone you know is  
considering abandoning a  
newborn, let her know there are  
other options.**

**It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County Hospital ER or fire station.**